



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: *January 10, 2017*

DATE: Tuesday, December 27, 2016
TO: Board of County Commissioners
FROM: Emily B. Reed, Self Help Center and Law Library Program Manager,
Second Judicial District Court 775-325-6625 emily.reed@washoecourts.us

THROUGH: Jackie Bryant, District Court Administrator and Clerk of Court

SUBJECT: Approve the retroactively acknowledge the grant award and Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the "University") and the Second Judicial District Court (the "Intern Site") to create opportunities for students at UNR to work as paid interns, in the amount of \$5,760.00 (no match required), effective August 1, 2016 through July 31, 2018; acknowledge the creation of three (3) Public Service Intern positions; and direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

SUMMARY

The Second Judicial District Court has been selected as an Intern Site for the Pack Internship Grant Program. This will create opportunities for students at UNR to work as paid interns. Item is being submitted retroactively because the application process will take place during the Fall 2016 Semester with the first interns to begin in Spring 2017.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities and Regional and Community Leadership

PREVIOUS ACTION

No previous Board action.

BACKGROUND

The University has created a paid internship program to benefit UNR students by allowing them to work in various industries in this community. The Second Judicial District Court Human Resources Department and Self Help Center and Law Library have been selected as intern sites. The Program provides an opportunity for the students to acquire experience in a professional setting prior to graduating from the University. It is mutually beneficial to the University and Intern Sites to have the students participate as

AGENDA ITEM # 5.6.5

intern/practicum student at each Intern Site. Therefore, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Intern Sites for the Internship.

GRANT AWARD SUMMARY

Project/Program Name: Pack Internship Grant Program.

Scope of the Project: The Second Judicial District Court will have three (3) interns placed at the Second Judicial District Court. One in the Law Library and Self Help Center and two in the Human Resources department. The interns will be paid \$12.00 per hour, for a maximum of 120 hours per semester, for an amount not to exceed \$1,440.00 per student per semester. Two of the interns will be paid for by UNR and one by the Second Judicial District Court. The third intern will be paid for from the existing budget.

Benefit to Washoe County Residents: The goal is to allow students to acquire experience in a professional setting prior to graduating from the University. This benefits the Second Judicial District Court by allowing increased leadership and training opportunities for Court staff.

On-Going Program Support: These funds are made available through the University and will support the Second Judicial District Court's needs in providing three (3) interns.

Award Amount: \$5,760.00

Grant Period: August 1, 2016 through July 31, 2018.

Funding Source: University of Nevada, Reno and the Nevada Career Studio.

Pass Through Entity: N/A

CFDA Number: N/A

Grant ID Number: N/A

Match Amount and Type: No match required.

Sub-Awards and Contracts: N/A

FISCAL IMPACT

The University will provide funding in advance for Spring 2017 and Spring 2018 for two (2) of the selected interns. Interns will be paid \$12.00 per hour, for a maximum of 120 hours per semester, for an amount not to exceed \$1,440.00 per semester. This agreement covers a period of 2 semesters (8/1/16-7/31/18), 1 Spring semester per year. Fiscal impact is calculated for two semesters only. If these funds are not fully expended, Washoe County will refund the balance to the University.

Should the board acknowledge the Intern Site Agreement and approve these amendments, the adopted budget will be increased by \$5,760.00 in both revenues and expenditures in the following accounts. District Court will also fund one intern position with existing budget authority, not to exceed \$1,440.00 each semester for two semesters. The budget adjustment for money received from UNR is as follows:

Increase Revenues:

IO 20432– 485129 – (UNR Interns)	\$5,760.00
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Increase Expenditures:

IO 20432– 701130 - (UNR Interns)	\$5,760.00
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RECOMMENDATION

It is recommended that the Board of County Commissioners retroactively acknowledge the grant award and Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the “University”) and the Second Judicial District Court (the “Intern Site”) to create opportunities for students at UNR to work as paid interns, in the amount of \$5,760.00 (no match required), effective August 1, 2016 through July 31, 2018; acknowledge the creation of three (3) Public Service Intern positions; and direct the Comptroller’s Office to make the necessary budget adjustments.

POSSIBLE MOTION

Move that the Board of County Commissioners retroactively acknowledge the grant award and Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the “University”) and the Second Judicial District Court (the “Intern Site”) to create opportunities for students at UNR to work as paid interns, in the amount of \$5,760.00 (no match required), effective August 1, 2016 through July 31, 2018; acknowledge the creation of three (3) Public Service Intern positions; and direct the Comptroller’s Office to make the necessary budget adjustments. (All Commission Districts)

DEC 22 2016

UNIVERSITY-INTERN SITE AGREEMENT
FOR PLACEMENT OF STUDENTS
PACK INTERNSHIP GRANT PROGRAM

This agreement entered into this 22 day of December, 2016, between Nevada System of Higher Education ("NSHE") on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the "University") and Second Judicial District Court (the "Intern Site").

Whereas, the purpose of the service learning or internship learning experience ("Internship") is to integrate a student's academic study with practical experience in an organization in a business, non-profit, or government setting and requires students to engage in supervised academic study through activities in an applied setting; and

Whereas, the Associated Students of the University of Nevada ("ASUN") or another University program or department is providing funds for individual student internships with businesses, nonprofits and public agencies to develop mutually beneficial, substantive internship opportunities for University students, referred to as the Pack Internship Grant Program (the "Program"); and

Whereas, the Intern Site has agreed to be involved in the Program and has suitable experiences, supervisors, and facilities available for the educational experience of the student; and

Whereas, it is mutually beneficial to the University and Intern Site to have the student participate as a student at the Intern Site; and

Whereas, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Intern Site for the placement and education of the students.

Now therefore, for and in consideration of the promises and mutual covenants herein contained and other valuable consideration, the parties agree as follows:

1. Term: The Term of this Agreement shall be for two (2) years. The Term shall commence on August 1, 2016 and shall end on July 31, 2018.

2. Funding:

2.1 If the parties mutually decide to send and accept students to the Intern Site for an internship during the first and second years of this Agreement, the University shall provide funds to the Intern Site in the amount of \$1,440 per student at the start of the semester, to cover student wages of \$12 per hour for 120 hours of work. The Intern Site shall compensate student interns with these funds, at the rate of \$12 per hour, less employee taxes, fees, or other mandatory deductions, for hours

worked at standard payroll intervals (biweekly or monthly) throughout the semester.

In the event the University lacks funds for the purpose of funding the Program or an internship at the Intern Site in any academic year after the effective date of the Agreement, the University is not required to send students to the Intern Site for that academic year or provide funds for compensation of student interns as part of the Program or this Agreement. The University agrees to provide written notice to Intern Site of this eventuality, should it occur.

- 2.2 If the Intern Site agrees to hire a student for an Internship through the Program and that Internship is not covered by the University funding as stated in Paragraph 2.1, the Intern Site shall directly provide the funds to cover the student wages, at the rate of \$12 per hour for 120 hours of work, per student intern.
- 2.3 If the student is unable to complete the required internship experience hours due to unforeseen circumstances or if the Intern Site dismisses the student before the internship is completed, the Intern Site shall return to the University, any University grant funds received by the Intern Site for the student's compensation but not yet paid to the student. The Intern Site shall return the University grant funds within thirty (30) days of the termination of the student's internship. The University has the right to request an accounting of said funds should the Intern Site represent that there are no University grant funds remaining.

3. Placement of Student: The University makes no agreement to provide students to the Intern Site for any semester or academic year during the term of this Agreement. The Intern Site makes no agreement to accept students from the University for a semester or academic year.

4. Responsibility of the University:

4.1 The University shall provide coordination in facilitating communication between the University and/or faculty designee, the student, and the site supervisor for the Intern Site (the "Site Supervisor").

4.2 The University and/or faculty designee shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.

4.3 The University shall assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.

4.4 The University shall advise the student of his or her responsibility to:

- (a) Participate in all training required by the Intern Site.
- (b) Exhibit professional, ethical and appropriate behavior when at the Learning

Site.

- (c) Complete all assigned tasks and responsibilities in a timely and efficient manner.
- (d) Adhere to the administrative policies, rules, standards and practices of the Intern Site.
- (e) Maintain the confidentiality of the Intern Site's proprietary information, employee information, and records and information concerning its clients.
- (f) Get a background check, a tuberculosis test, fingerprints and any other training and/or testing requirements if the Intern Site requires them.

5. Responsibilities of the Site:

- 5.1 **Orientation.** The Intern Site shall provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Intern Site's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, mandated reporting requirements and information detailing where students check-in and how they log their time.
- 5.2 **Site Supervision.** The Intern Site shall provide a supervised on-site experience. The Intern Site shall provide a supervisor, who shall meet with the student to provide support and to review progress on assignments and activities.
- 5.3 **Training.** The Intern Site shall provide appropriate training, equipment, materials and work space for students to conduct professional activities appropriate to the Internship.
- 5.4 **Evaluation.** The Intern Site shall evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- 5.5 **Safety.**
 - a. The Intern Site shall notify the University as soon as is reasonably possible of any injury or illness to a student participating in an activity at the Intern Site. The Intern Site agrees to provide first aid care for illnesses or injuries resulting from the Intern Site activity.
 - b. The Intern Site shall not ask the student to transport any person, unless the Intern Site maintains business automobile liability insurance coverage for the student.
 - c. The Intern Site shall inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law.

5.6 **Site Assessment.** The Intern Site shall permit, on reasonable notice and request, the inspection of Intern Site facilities by the University.

6. Status of Student:

6.1 Each party agrees that the student will be in a learning situation and that the primary purpose of the placement is for the student's learning. While engaged in the Internship, the student shall retain the status of a student working towards the fulfillment of a degree requirement. The student is not an employee, agent, independent contractor or volunteer of the University.

6.2 The student shall be considered an at-will employee of the Intern Site. The student shall be paid by the Intern Site through a University grant-funded program. Unless negotiated between the student and the Intern Site, the student is not entitled to any wage, salary or other monetary compensation in excess of the University grant funds. The student shall be covered under the Intern Site's worker's compensation and liability insurance.

7. Discipline of Student

7.1 The Intern Site may remove the student from placement for violating Intern Site rules or regulations and professional codes/standards for such actions as the Intern Site views as detrimental to its operations. The Intern Site shall notify the University immediately after final action is taken.

7.2 The University shall have full responsibility for the conduct of any student academic or disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

8. Insurance

8.1 The Intern Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that the Intern Site is self-insured. Evidence of liability insurance must be provided to the University in the form of a Certificate of Insurance or provide documentation that the Intern Site is self-insured. To the extent Nevada law requires the Intern Site to provide workers' compensation insurance for its employees, the Intern Site shall be responsible for worker's compensation coverage for the students as employees of the Intern Site. Evidence of workers' compensation insurance must be provided to the University in the form of a Certificate of Insurance, if applicable.

8.2 NSHE is self-insured for its general liability exposure in accordance with the provisions of NRS Chapter 41. As a state agency, the University and NSHE are included in this self-insured program.

9. Indemnification

9.1 Indemnification by Intern Site. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Intern Site shall indemnify, defend, and hold harmless University from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the Intern Site or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Intern Site shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Intern Site's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

9.2 Indemnification by University. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend, and hold harmless Intern Site from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The University shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

10. Compliance With Federal, State and Local Laws. Each party shall continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.

10.1 **Discrimination.** Both parties agree to fully comply with all non-discrimination laws of the State of Nevada and of the United States. The Intern Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

11. Confidentiality of Records

11.1 The Intern Site agrees to treat all records relating to the student confidentially and not to disclose student records except to the University and Intern Site officials who have a legitimate interest in the information, consistent with their official responsibilities.

11.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and

privacy of the students enrolled in the University are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the University. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the University or the Intern Site, so long as those persons have a legitimate interest in the information.

12. Termination:

- 12.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.
- 12.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Intern Site, and so long as the student remains in good standing in the University and within the Intern Site's performance standards, and the student's assignment has not otherwise ended, the student shall be allowed to finish his or her internship experience at the Intern Site.

13. Miscellaneous

- 13.1 **Headings.** The headings of sections used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 13.2 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 13.3 **Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 13.5 **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
- 13.6 **Force Majeure.** Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, and unusually severe weather; but in every case,

delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.

- 13.7 **Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 13.8 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- 13.9 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 13.10 **Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

To Intern Site:

*Second Judicial District Court
75 Court Street
One S. Sierra Street
Reno, Nevada 89501*

To University:

Joe Cline
Vice Provost, Undergraduate Education
University of Nevada, Reno
1664 N. Virginia Street Clark Admin 110
Reno, Nevada 89557
Telephone No.: 775-784-1740
Email: cline@unr.edu

With a copy to:

Mary Dugan
General Counsel
University of Nevada, Reno
1664 N. Virginia Street MS 0550
Reno, Nevada 89557
Telephone No.: 775-784-3510
Email: mdugan@unr.edu

- 13.11 Representation.** The parties agree that both parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek the advice of legal counsel prior to the execution of the Agreement. Therefore, the University and Intern Site agree that no presumption shall arise construing the Agreement more unfavorably against any one party.
- 13.12 Further Assurances.** The parties each agree, upon the request of the other party from time to time to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary to carry out and perform the transactions contemplated by this Agreement.
- 13.13 No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- 13.14 Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 13.15 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.16 Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

INTERN SITE

Second Judicial District
(Name)

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION, ON
BEHALF OF THE UNIVERSITY OF
NEVADA, RENO

Approved:

Signed: [Signature]

Printed: Jackie Bryant

Title: District Court Administrator
clerk of Court

Date 12-22-16

Recommended By:

By [Signature]
Elizabeth Loun, Nevada Career Studio

Approved:

[Signature]
Joe Kline, Vice Provost Undergraduate
Education

Date: 12/23/16

Greco, Gina

From: Munro, Keith
Sent: Tuesday, December 27, 2016 3:02 PM
To: Greco, Gina
Subject: RE: Staff Reports submitted in Granicus-TMP-0909

Categories: Completed

approved

From: Greco, Gina
Sent: Tuesday, December 27, 2016 3:01 PM
To: Agenda Coordinator; Slaughter, John; HR Agenda Coordinator; Munro, Keith
Cc: Bryant, Jackie; Potts, Heather
Subject: RE: Staff Reports submitted in Granicus-TMP-0909

Hello,

As a reminder, I am asking for approval for the referenced Staff Report in Granicus:
-Acknowledge Grant Award & Intern Site Agreement between UNR and the SJDC-TMP-0909

Our goal is to have these items added to the Tuesday, January 10, 2017 BCC Agenda.

Thank you.
Gina

From: Greco, Gina
Sent: Wednesday, December 21, 2016 5:07 PM
To: Agenda Coordinator <AgendaCoordinator@washoecounty.us>; Slaughter, John <JSlaughter@washoecounty.us>; Budget Agenda Coordinator <BudgetAgendaCoordinator@washoecounty.us>; Comptroller - Risk Division <RiskMgmt@washoecounty.us>; HR Agenda Coordinator <HRAgendaCoordinator@washoecounty.us>; Grants-Agenda Coordinator <Grants-AgendaCoordin@washoecounty.us>; Munro, Keith <kmunro@da.washoecounty.us>
Cc: Bryant, Jackie <Jackie.Bryant@washoecourts.us>; Potts, Heather <Heather.Potts@washoecourts.us>; Wise, Julie <Julie.Wise@washoecourts.us>; Reed, Emily <Emily.Reed@washoecourts.us>; Berry, Nikki <Nikki.Berry@washoecourts.us>
Subject: Staff Reports submitted in Granicus-TMP-0909

Good Afternoon,
I have submitted a Staff Report in Granicus for your approval prior to the Approval date of Tuesday, December 27, 2016.

-Acknowledge Grant Award & Intern Site Agreement between UNR and the SJDC-TMP-0909

Our goal is to have these items added to the Tuesday, January 10, 2017 BCC Agenda.

I have attached a courtesy copy of the staff report.

Thank you in advance for your assistance and Happy Holidays.

Gina

Gina Greco

Administrative Assistant to Court Administration

Second Judicial District Court

75 Court Street, Room 214G

Reno, NV 89501

Ph: (775) 328-3194

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www.washocourts.us



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